

Auction
U. S. Government Property



Public Auction August 16, 2006

Invitation For Bids

Jacksonville Job Corps Center 4-L-FL-0967-2-C 205 West Third Street Jacksonville, Florida 33206

Public Auction:

Date/Time:

August 16, 2006 at 10:00 AM

Auction Site:

Jacksonville Public Library 300 N. Laura Street
Jacksonville, FL 32202

Bid Deposit:

\$75,000 in certified or cashier's check payable to yourself, to be endorsed to the U. S. General Services Administration

Property Inspection:

A GSA Representative will be on site: Tuesday, July 18, 2006 from 9:00 AM until 1:00 PM and Tuesday, August 1, 2006 from 9:00 AM until 1:00 PM Tuesday, August 15, 2006 from 9:00 AM until 1:00 PM

Terms:

All cash, as is. Balance due in sixty (60) days.

Property Information:

The property consists of 1.6 acres of land, located in the historic Springfield Park area of the City of Jacksonville, Florida, northwest of nearby downtown. The property is across from Henry J. Klutho Park. The site is improved with 4 buildings which totals 69,790 GSF/62,055 NSF: Building A, a 3-story building used for dormitory/ recreation/medical/vocational, constructed in 1927, consists of 30,640 square feet. Building B, a 2-story building used for education/recreation/food service/administration, constructed in 1950, consists of 25,680 square feet. Building C, a 1-story building used for vocational training, constructed in 1981, consists of 13,320 square feet. Building E, a 1-story storage building, constructed in 1985, consists of 150 square feet. Building E was used to store lawn mowing equipment and fuel.

Directions to Auction Site: From Jacksonville International Airport, take I-95 S toward Jacksonville. Take the UNION ST exit EXIT- 353B on the LEFT toward SPORTS COMPLEX/US-90-ALT/DOWNTOWN. Keep LEFT at the fork to go on W UNION ST/US-23 S/FL-139 E. Turn RIGHT onto N MAIN ST. Turn RIGHT on W Duval. The Parking Lot is on the RIGHT/Jacksonville Public Library is on the LEFT.

Directions to Property:

From I-95 S toward Jacksonville, take the 8th Street exit EXIT 353D. Turn LEFT onto W 8th Street/FL-114. Turn RIGHT onto SILVER ST. End at 205 W 3rd Street.

For more information, contact Elizabeth Dawson at (404) 331-9611 or by email at Elizabeth.Dawson@gsa.gov

Property Information and Plat for Jacksonville Job Corps Center

Jacksonville Job Corps Center 4-L-FL-0967-2-C

Legal Description: All of Lot Three (3), except the Easterly Twelve (12) feet of the Westerly One Hundred Thirty-seven (137) feet thereof, all of Lot Four (4), the South Half (S-1/2) of lot Eleven (11), all of Lots Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), all in Block Nine (9), of Springfield, according to plat thereof recorded in Plat Book 2, page 5, of the current public records of Duval County, Florida, together with the closed portion of that certain alley shown on said plat bounded on the North by the Southerly line of said Lot Twelve (12) and bounded on the South by the Northerly line of Lots Thirteen(13), Fourteen (14) and Fifteen (15), all in said Block Nine (9), said portion being that part of said alley which extends Westerly from Silver Street and lies between the Westerly line of Silver Street and the Westerly line of said Lot Fifteen (15), as projected Northerly across said alley, and that certain closed alley in said Block Nine (9), shown on said plat lying between said Lots Three (3) and Twelve (12).



Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with the bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids" (IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$75,000, in the form of certified funds or a cashier's check endorsable to the General Services Administration for each property. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

If multiple properties are offered for sale at the same auction and a prospective bidder plans to bid for more than one property, each prospective bidder must complete a separate registration for each property and possess and exhibit a separate bid deposit for each property.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the

corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5. Additional Bid Deposit

Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid. This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U.S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

6. Back-up Bidder

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

General Terms of Sale

1. Term: Invitation for Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form/(Offer to Purchase); and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER. All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

${\bf 7.}\ \ \, {\bf Tender\,of\,Payment\,and\,Delivery\,of\,Instrument\,of\,Conveyance}$

The successful bidder shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

General Terms of Sale, continued

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Adjustments, Documentary Stamps, and Cost of Recording

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR) 401 West Peachtree Street, NW, Suite 820 Atlanta, Georgia 30308 Attn: Elizabeth Dawson, Project Manager

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for

care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

15. Withdrawal by the Government Prior to Closing

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.

16. Anti-Trust Laws

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return all monies paid by the Purchaser, without interest.

Special Terms and Conditions

CERCLA COVENANT

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. [Please note: The preceding sentence is omitted (deferred till completion of cleanup) when the property is conveyed under CERCLA's early transfer authority, 42 USC §9620(h)(3)(C).] Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition

precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

FLOODPLAIN

The property will be conveyed with a clause in the deed requiring the grantee and its successors and assigns to comply with all Federal, State and local regulations pertaining to land use and development of properties subject to flooding. Further, the grantee and its successors and assigns shall save the grantor harmless in the event of damage to the Property or injury or loss of life resulting directly or indirectly from flooding.

Special Terms and Conditions, continued

ASRESTOS

Asbestos Notice FMR 102-75.335 Provisions Relating To Asbestos.

An asbestos survey was completed in May, 1990, and identified both friable and non-friable asbestos containing materials (ACM) in Buildings A, B, C, and E.

The Purchaser is warned that the properties offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the properties to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the properties as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration (GSA) will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the properties including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the properties including, without limitation, whether the properties do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the properties set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said properties is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

HISTORIC PRESERVATION COVENANT (applies to circa 1927 & 1950 buildings)(Buildings A and B)

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the Grantee, its successors, and assigns covenants and agrees, that in the event that the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.

1. The structure(s) situated on said real property will be preserved and maintained in accordance with plans approved in writing by the Florida State

Historic Preservation Officer (SHPO), Review and Compliance Section, R.A. Gray Building, 4th Floor, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

2. No physical or structural changes or changes in color or surfacing will be made to the exterior of the structure(s) and architecturally or historically significant interior feature as determined by the SHPO without the written approval of the SHPO. The bima, or raised stage area, in the second floor sanctuary, composed of a series of rectangular wood blocks and the fluted, wood pilasters flanking the stage are considered significant to this 1927 Jewish temple. The wooden pilasters and block paneling should remain in place, as these are the only original features in this important space. They outline and delineate the bima, a critical component of the Jewish temple.

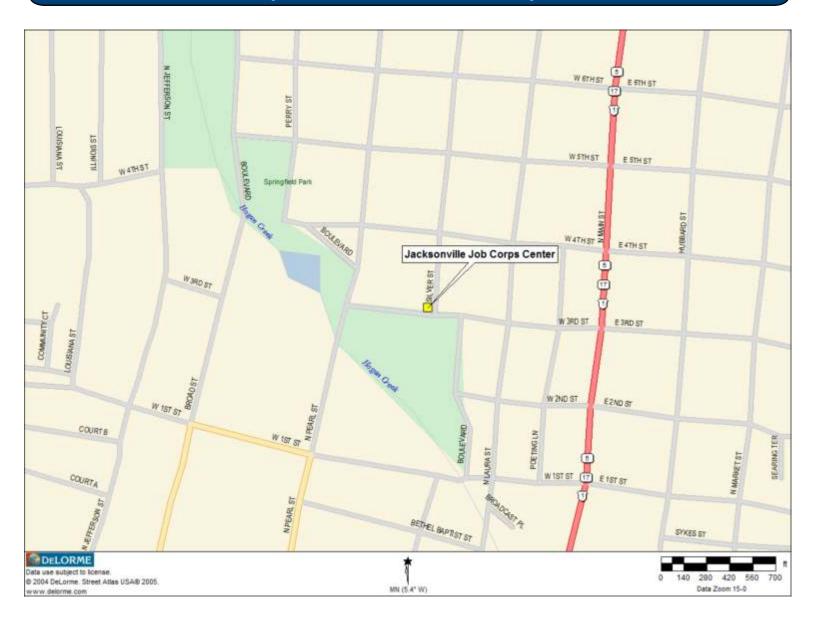
The curved wall and wire glass windows along with the reception office in the main entry hall of the 1950 building should be kept intact as this remains the only important interior architectural feature of this section. Its curve wall with narrow, rectangular, wire glass windows reflect the building's Art Moderne style. The terrazzo floor that relates directly to the curve wall in the 1950 building is considered to be a character-defining feature and should be kept intact. The volume of the temple sanctuary in the 1927 building is a character-defining feature and should be kept intact. Though not an original element of the sanctuary, the decorative ceiling appears to be of sufficient age and quality to qualify as a character-defining feature and should be kept intact.

- 3. In the event of violation of the above restrictions, the General Services Administration (GSA) or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.
- 4. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity; however, the SHPO may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.
- 5. The acceptance of the delivery of this (Deed/Title) shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
- 6. Development of the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings and development plans shall be approved by the SHPO for guidance in planning the proposed development of the property. If the Grantee, its successors or assigns and the SHPO are unable to agree on the proposed development, the Grantee, its successors or assigns, shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (ACHP). The Grantee, its successors or assigns, SHPO, and ACHP shall reach agreement regarding the proposed development. If such an agreement cannot be reached, the ACHP shall forward all relevant project materials with comments to GSA. GSA will consider such comments and, if necessary, take action in accordance with the terms and conditions of these covenants.

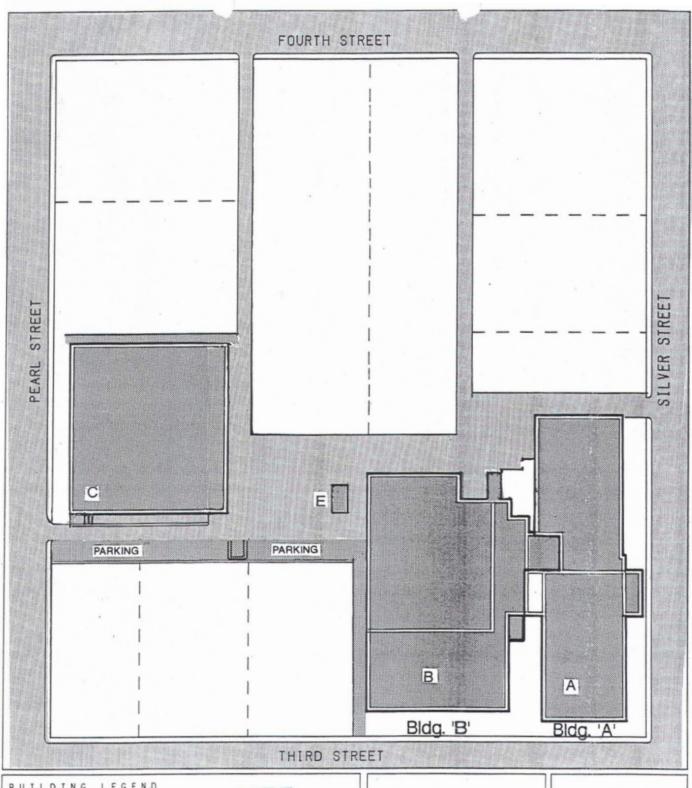
NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

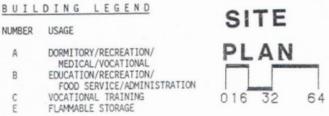
Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

Area Map of Jacksonville Job Corps Center



Site Plan of the Jacksonville Job Corps





JACKSONVILLE
JOB CORPS CENTER
205 W. THIRD ST.
JACKSONVILLE, FLA
32206



Offer To Purchase Government Real Property

PUBLIC AUCTION Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of the auction, to purchase the property described as:

Jacksonville Job Corps Center 4-L-FL-0967-2-C 205 West Third Street Jacksonville, FL 33206

Amount of Bid:	Bid Deposit:	\$75,000	received day of sale.
The instrument(s) of conveyance should name	e the following Grantee(s):		
Bidder is: (check one) () Individ	ual () Partnership	() A Trustee	() A Corporation
Name:			
Street:			
City:	State:	Zip:	
Telephone:			
		Date:	
Signer's Name & Title (type or print):			
signers warrie a little (type of plinty).			
Certifica	te Of Corpora	te Bidder	
	_		
l, -			certify that I am
(Secretary or other Official Title	of the Co	orporation named	as bidder herein,
	who signed this Offer To Purchase on behalf of the		
bidder was then	(Official Title)	of said Corpo	oration; that said
Offer To Purchase was duly signed governing body and is within the s			authority of its
	-	(Signature of Certif	Fying Officer/Secretary)
	-	(Signature of Presid	dent/Vice-President)
		CORPOR	RATE SEAL

U.S. General Services Administration PBS, Property Disposal Division (4PR) 401 West Peachtree Street, Suite 820 Atlanta, Georgia 30308-2550 Official Business Penalty for Private Use, \$300

Public Auction Location

Jacksonville Public Library 300 N. Laura Street Jacksonville, FL 32202

August 16, 2006

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or email at elizabeth.dawson@gsa.gov, or Joe Crenshaw at (404) 331-0614 or For additional information, please call Elizabeth Dawson at (404) 331-9611 email at Joseph.Crenshaw@gsa.gov

Persons with disabilities may request materials in alternative formats.

website on the Internet at http://propertydisposal.gsa.gov/property For information and pictures, please visit the Property Disposal